

**MMCAP Infuse  
and Eli Lilly and Company  
Business Agreement**

**ATTACHMENT B-2 - GPO Institutional Distributor Declaration Form**

**Name of Institutional Distributor ("Institution"):** \_\_\_\_\_

To be valid, form must be completed by an individual employed by the Institution.

Please complete all information contained in Attachment 1 for each Member to be serviced by Institutional Distributor.

**Address:** \_\_\_\_\_

**City, State, Zip Code:** \_\_\_\_\_

**Phone #:** \_\_\_\_\_ **Pharmacy HIN #:** \_\_\_\_\_ **Pharmacy DEA #:** \_\_\_\_\_

**Current Authorized Wholesaler:** \_\_\_\_\_ **City/State:** \_\_\_\_\_

**Class of Trade ("COT"):** Please check box or boxes below that best describes the institutions that will be serviced. Consult the COT definitions for further detail.

**Please include completed Attachment 1 with this Declaration Form**

**Acute Care:**

☐ Non-Federal Government Acute Care Hospital (Employee Pharmacy ☐)

☐ Non-Federal Government System Affiliated Closed Door  
Outpatient Clinic

☐ Non-Federal Government Acute Care Children's Hospital (Employee  
Pharmacy ☐)

☐ Non-Federal Government City/County/ State

**Alternate Care:**

☐ Non-Federal Government Correctional Facility

☐ Non-Federal Government Long Term Care Facility

**Institutional Distributor Reporting Requirements:**

Institutional Distributor hereby agrees to provide Lilly the information found in Attachment 2 on a quarterly basis in an electronic format (Excel). Report must be received by Lilly 15 days post the end of a quarter. Report must be sent to [GPOinfo@lilly.com](mailto:GPOinfo@lilly.com).

**Group Purchasing Organization ("GPO") Selection Declaration:**

By signing this document, Institution is authorizing Lilly to change its group purchasing affiliation. Institution is selecting or changing its GPO selection for buying Lilly products through a group purchasing agreement ("GPO Agreement") between Lilly and GPO. All discount programs available with Current GPO Affiliation will be terminated upon receipt and acceptance by Lilly of this Declaration Form.

**Current GPO Affiliation:** \_\_\_\_\_ **New GPO Affiliation:** \_\_\_\_\_

**Effective Date:** \_\_\_\_\_

Effective Date shall be the 1st or the 15th of any month. The Declaration Form must be received at least 15 days prior to the Effective Date.

Institution hereby represents and warrants to Lilly that it shall only utilize Lilly products purchased under the GPO Agreement for its "OWN USE" as that term is used in Abbott Laboratories vs. Portland Retail Druggists Association, Inc., 96 S.Ct. 1305 (1976). Additionally, the above named Institution acknowledges Lilly will only recognize its affiliation with one GPO in relation to discount and/or rebate pricing of its products. For Institutional Distributor, this representation must be made with respect to each Member on whose behalf Institutional Distributor manages purchases.

Institutional Distributor and its Members acknowledges its obligation to comply with all applicable laws and regulation regarding the purchase of Products under this Agreement. Institution is hereby informed that there may be an obligation to report discounts to the Department of Health and Human Services or applicable state agency. See United States Code of Regulations, Vol. 42, Part 1001 and Sec. 1001.952 (h) (1), (3). Institutional Distributor and its Members agree to forgo all other discounts for the same products. Institutional Distributor hereby recognizes that should any Discount be provided by Lilly to Institution in error, Lilly is hereby authorized to invoice Institution to collect any Discount provided in error to Institution. Institution agrees to pay such invoice within thirty (30) days of receipt of an invoice. Institution reserves the right to review all information used by Lilly in determining the amount of Discounts provided in error. Institution Distributor and Members agrees to allow Lilly and/or its auditor to have access to any information in Institution's control that relates to Lilly Products necessary to audit GPO within the limits imposed by the agreement between GPO and Lilly.

**Previous GPO Affiliation Programs:**

For any Letter of Commitment or Letter of Participation (hereinafter referred to collectively as "LOC") executed by Institution for a discount program offered through Institution's Previous GPO Affiliation, the discount pricing available under the LOC shall remain effective; provided however, (i) the same discount program for the same Lilly product must be available through the Institution's NEW GPO Affiliation for the same Class of Trade, (ii) Institution must be eligible for participation in the same discount program for the same Lilly product under New GPO Affiliation's GPO Agreement with Lilly; (iii) Institution agrees by signature below to comply with all terms and conditions of the NEW GPO Affiliation's discount program; and, (iv) in the event that Institution has executed an

LOC for a discount program that is not available with the Institution's New GPO Affiliation, LOC for Institution will be terminated upon receipt and acceptance by Lilly of this GPO Declaration Form.

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Authorized Representative of Institution  
(Signature)

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Title of Authorized Representative

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Authorized Representative of Institution  
(Printed Name)

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Date of Signature

*Lilly retains the sole right to determine eligibility of Institution signing this Agreement.  
Retail pharmacies are not eligible to participate in this Agreement.  
Institution should send completed form to MMCAP at [MMCAP\\_InfuseContracts@state.mn.us](mailto:MMCAP_InfuseContracts@state.mn.us)  
GPO should send Completed Form to Eli Lilly and Company at [GPOinfo@lilly.com](mailto:GPOinfo@lilly.com)*

### **Acute Care Class of Trade Definitions:**

**Non-Federal Government Acute Care Hospital:** Not-for-profit hospital funded by city, county, special district or state government. A hospital facility whose purpose is to provide immediate or short-term (acute) care in an inpatient setting (operating 365 days per year 24 hours per day and listed in the American Hospital Association Directory). Pharmaceuticals are dispensed under the direction of a registered pharmacist.

**Non-Federal Government Acute Care Children's Hospital:** Non-Federal Government Acute Care Hospitals ONLY serving minors.

**Non-Federal Government System Affiliated Closed Door Outpatient Clinic:** A closed door (pharmacy is closed to access by the general public and does not compete with retail trade) outpatient facility dedicated to the provision of various forms of treatment which maintains a separate pharmacy from a hospital. This facility will have a unique HIN/DEA from the hospital. Such facilities operate during set business hours (not 24 hours per day). Examples include drug rehab clinics, alcohol treatment centers. Patients receiving care at this facility are associated with the facility's hospital system.

**Non-Federal Government City/County/State:** An organization owned and operated by city, county or state government that provides medical care to patients (intended for only student health and county health facilities).

### **Alternate Care Class of Trade Definitions:**

**Non-Federal Government Correctional Facility:** Non-Federal Government Detention Centers, Jails, Correctional Facilities, or Juvenile Home facilities that provide healthcare services to inmates.

**Non-Federal Government Long Term Care Facility:** Residential care facilities providing active patient care (skilled and non-skilled) over an extended period of time, (generally greater than thirty (30) days in an attempt to achieve the goals of treatment, rehabilitation and discharge) and/or residential assisted-living facilities that combine housing, personalized supportive services and health care designed to meet the individual needs of persons in need of assistance with the activities of daily living. Such facilities (1) provide health care to Residents and provide pharmaceutical products only to its own Residents; (2) have an agreement with PHARMACY to provide pharmacy consulting for and dispense pharmaceuticals to Residents of such facilities; and (3) have authorized PHARMACY to provide Lilly Products access to such facilities pursuant to the terms in this Agreement solely for "OWN USE" by such facilities (i.e., use of Lilly Products by such facilities only for its own Residents at such facilities and under no circumstances for use with or resale to non-Residents or any other person or party).